**CONTRACT FOR WEED CONTROL SERVICE (SAMPLE)**

Area *(Location(s) & Address)*

Contract Period *(From To* )

Contractor *(Name of Applicator & Registered Address)*

Terms and Conditions *(As per Sections One to Three here-to)*

# **Parties**

Rural Municipality of \_\_\_\_\_\_ Pesticide Applicator Name

No. \_\_\_ License #\_\_\_\_\_\_

Address: Address:

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(Signature) (Signature)

Date: Date:

**TERMS AND CONDITIONS**

**1. Scope of Services**

1. To carry out weed control services for the Rural Municipality (RM). The Contractor shall inspect all roadsides and RM rights-of-ways for weeds designated under *The Weed Control Act*. The Contractor shall also inspect any infested areas provided by the Municipality, as per the GPS list provided by the Municipality. The Contractor shall thoroughly treat areas of infestation or threatened infestation.

* The Contractor shall perform weed control activities that include, but are not limited to:
* Applying registered pesticides to invasive weeds found within the Municipality
* Return to sites sprayed in previous years to re-treat as needed.
* Other specific duties include.

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| (ii) ……………………………………………………………… |
| (iii) ……………………………………………………………… |
| (iv) ……………………………………………………………… |

In the event of re-infestation within the service period, the Contractor shall render additional treatment as necessary.

# **2. Environmental, Health & Safety Clauses**

1. The Contractor shall be a licensed pesticide applicator in the categories of Industrial Vegetation and/or Agriculture and consistent with their training and license shall undertake to minimize the negative impact of the weed control services on the environment. The license shall be valid for the entire period of service.
2. The Contractor shall endeavour to safeguard health and safety of people and animals in the RM against any perils of using pesticides.
3. The Contractor shall follow label rates of pesticides to avoid over application when carrying out weed control services under this Contract.
4. The Contractor shall provide the RM with a list of pesticides which will be used while carrying out the weed control services. The list must clearly specify all pesticide data which shall include “trade name”, “supplier (permit no. / license no.)”, “percentage of all the active ingredients”, “registration number”, “type of treatment”, “area to use” & “application method”.
5. The Contractor shall provide the RM with “material safety data sheets” in respect all pesticides which will be used. The data sheets must clearly specify the material data including:

“identification of the supplier / manufacturer”,

“composition / information of ingredients”,

“identification of hazards”,

“first-aid instruction”,

“fire-fighting measures”,

“accident release measures”,

“handling and storage procedures”,

“exposure control / personal protection measures”,

“physical and chemical properties”,

“stability and reactivity”,

“toxicological data”,

“ecological information”,

“disposal considerations”,

“regulatory information” and

“other information”.

1. All pesticides that will be used by the Contractor must be registered products.
2. All pesticides that will be used by the Contractor in the RM must be stored in a container(s) that are impervious to that pesticide and sufficiently strong to prevent leakage arising from the ordinary risks of handling and transport. There must be a label on the container(s) setting forth, clearly and distinctly the following particulars:
3. the word “Poison”,
4. the expression “Keep out of reach of children” and
5. the registration number of the pesticide.
6. The Contractor shall ensure that its agents, workers or employees, who apply pesticides in the RM, are sufficiently trained to carry out the weed control services correctly and safely.
7. The Contractor shall also comply with other statutory requirements (if any) relating to the use and application of pesticides as may from time to time be required by the Province of Saskatchewan.
8. The Contractor shall provide the RM with a statement of health and safety measures that will be undertaken by the Contractor in performance of its weed control service for the RM. **3. Other Terms**
9. The Contractor shall be responsible for arranging adequate insurance cover for all risks arising out of performance of its services under this Contract. Such insurance cover shall include:
10. not less than $1,000,000.00 of third-party liability coverage.
11. employees’ compensation and
12. other insurance as may be required by the Province of Saskatchewan.

The Contractor shall furnish the RM with a copy of such insurance policies. In the event of any workman or other person employed for the works or in connection with the Contract, whether in the employment of the Contractor or otherwise, suffering personal injury or death and whether there is a claim for compensation or not, the Contractor shall without delay notify the RM in writing of such personal injury or death.

1. The Contractor shall provide all necessary tools, applicators, devices, equipment and supplies for the performance of its services under this Contract. Such tools, applicators, devices, equipment and supplies must be at all times kept in good working order.
2. All services performed under this Contract will be subject, before payment, to inspection by the RM which may withhold payment when in the opinion of council or its designate, the Contractor’s services have not been performed in accordance with the requirements of this Contract.
3. The Contractor shall be paid *($ per visit/hour/month/quarter/annually)*
4. The Contractor shall provide the RM with a work schedule which shall clearly specify the frequency of the treatments to be carried out by the Contractor under this Contract. The RM shall have power as it thinks fit to vary the frequency specified in the work schedule and no variation shall vitiate this Contract. Should the RM require more or less work to be carried out, the value of such work shall be added or deducted from the Contract sum at rates as mutually agreed by the RM and the Contractor.
5. The Contractor shall be solely liable for and shall indemnify and save harmless the RM of and from any and all claims arising from the application of pesticides by the Contractor, its agents, employees, servants or workers.

f. The Contract shall be for a period of year(s) commencing from .

g. Both parties shall have the right during the Contract period to terminate this Contract by giving the other party at least one month’s written notice.